

Proposal for Document Copying & Printing Solutions



PREPARED BY:

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PREPARED FOR:

City of West Lafayette

Proposal Submitted: April 16, 2010 &
November 1, 2010



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Judith Rhodes
City of West Lafayette
609 West Navajo St
W. Lafayette, IN 47906



Judith,

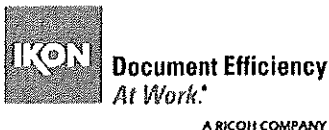
Thank you for taking the time to speak with me regarding your document needs. Based on our conversation, I have put together a proposed solution that we believe will meet your goals.

At IKON Office Solutions, Inc., a Ricoh company, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We are able to meet your specific needs by leveraging innovative technology backed by IKON's world class service and expertise.

Thank you for giving us the opportunity to present the following proposal. On behalf of your IKON team, we appreciate the time you have committed to considering our recommendations. We look forward to serving all of your document needs and increasing your document efficiency.

Sincerely,

Todd Randles
Account Executive
765-366-6988
trandles@ikon.com



Reservation of Rights—In response to your invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

Proposed Solution

Ricoh MPC5000

Multifunctional B&W and Color Device



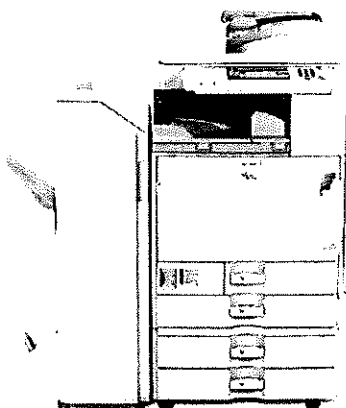
The MPC5000 delivers high-quality black & white/color copying, printing, and advanced scanning capabilities, flexible paper handling, and the latest security features, making it an ideal document management solution for any size organization. Produce color documents as fast and easy as black & white, so now all your documents can get the benefits of color.

Key Features

- 50-PPM monochrome and Color output speed, Low cost per page output
- 2 x 550-sheet paper capacity + 100 sheet bypass + Large Capacity Drawer(2000 sheets) = 3,200 total sheet capacity
- Warm up time less than 60 seconds
- First print speed at 5.9 seconds color/3.5 seconds B&W
- 1 GB RAM
- Up to 68 lb bond
- 600 x 600 dpi resolution
- Energy Star® compliant

Benefits

- Ability to produce color documents
- Scan, Print, and Fax Capabilities
- Service Contract to include toner
- Economical Solution



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Financial Considerations

Investment Details



Pricing Components

- Installation
- Operator Training
- Service performed by IKON Customer Service Technicians (You will incur no additional charges for parts or labor.)
- All supplies are included in the service level except paper and staples.
- Connectivity included in price

Financial Considerations:

60 Month Lease Option

Monthly Payment

\$ 174.31(fax or hole punch)

\$ 183.92(fax and hole punch)

- In addition to the above amount the cost for B/W copies is \$.008 and color is \$.065.



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www.ikon.com



Please direct any questions on this proposal to:

Todd Randles,
Account Executive
Phone: (765) 366-6988
Fax: (317) 329-4401
Email: trandles@ikon.com



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Proprietary and Confidential Statement—The enclosed materials are proprietary to IKON Office Solutions, Inc., a Ricoh company ("IKON"), and IKON reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to IKON and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of IKON. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of IKON as a potential business partner. These materials do not represent an offer or a binding agreement.

Financial Considerations:

60 Month Lease Option

Monthly Payment

\$ 172.78(fax or hole punch)

\$ 181.28(fax and hole punch)

Purchase option:

\$8,990.00(fax or hole punch)

\$9,432.00(fax and hole punch)

- In addition to the above amount the cost for B/W copies is \$.008 and color is \$.065.

STATE AND LOCAL GOVERNMENT
Product Schedule
WITH PURCHASE OPTION



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Product Schedule Number: _____

Master Agreement Number: _____

This Product Schedule ("Schedule") is made part of the Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and **West Lafayette City of** as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

CUSTOMER INFORMATION

West Lafayette City of				Judith Rhodes			
Customer (Bill To) 609 W Navajo				Billing Contact Name same			
Product Location Address West Lafayette Tippecanoe IN 47906				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 765-775-5150				Billing Contact Facsimile Number 000-000-0000		Billing Contact E-Mail Address clerk@westlafayette.in.gov	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	MPC5000

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 181.28	Finance Charge 5.75 % per annum *(see note below)	Minimum Payment Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other:	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other:
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* Only applicable if this Schedule is intended to be an I.R.C. Section 103 interest tax-exempt transaction.

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum Attached: ☐ Yes (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date.
- You, the undersigned Customer, have applied to us to rent the above-described items ("Product") for lawful commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT.**
- Purchase Option:**
 - Purchase Option Price:

☐ Fair Market Value Purchase Option (plus any applicable tax)
☒ \$1.00 Purchase Option (plus any applicable tax)
 - Unless the above Purchase Option price is \$1.00, Customer agrees that this transaction is a true rental. If the above Purchase Option price is \$1.00, then Section 9 of the Master Agreement is hereby amended, with respect to this Product Schedule only, by deleting the first four (4) sentences and substituting the following: "You shall have title to and be the owner of the Product (except for any Software) as of the Effective Date. You will keep the Product free of all liens and encumbrances. You hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You understand and agree that we have no right, title or interest in any Software. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product."
 - If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Master Agreement, if no default has occurred and is continuing under the Master Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you

exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax and use tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or deliver the related Product in accordance with the terms and conditions of the Master Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Master Agreement. This purchase option shall not apply to any Software.

- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Schedule will terminate.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: IKON OFFICE SOLUTIONS, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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Work Order - US

IKON Office Solutions, INC.

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
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Customer must already be an IKON customer to use this form without being part of the SFP

Bill To/Cust No.:	Pynt Method:	Ship To Customer No.:	PO No.:	PO Date:
Bill To Customer: West Lafayette City Of		Ship To Customer: West Lafayette City Of		
Address: 609 W Navajo St		Address: same		
City: West Lafayette State: IN Zip: 47906		City: _____ State: _____ Zip: _____		
Customer Contact: Judith Rhodes	Title: Clerk/Treasurer	Phone: _____		
IKON Sales Rep: Randles	Phone: 765-366-6988			
MPS/FSM/SAM/SAC: _____	SC: _____	SC-C: _____	SA/SSA: _____	

Description of Services

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task
Connect PS Analyst - B2C Segment 4 & 5	Installation - Ricoh Basic Scan (Scan to Folder/eMail)
<ul style="list-style-type: none"> o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPDs on up to two (2) workstations o Printer operator training for lead operator / administrator o End user training for print drivers/PPDs for up to two (2) persons o System Administrator Training 	<ul style="list-style-type: none"> o Design and perform solution implementation plan o Installation and configuration for 5 users o Administrator training o Key Operator training o End User training

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes:
1	PS-CONN-B2C-4-5	WPWYLO	1	\$0.00	\$0.00	
2	PS-INSRICBASSCAN	WPSR40	1	\$330.00	\$330.00	Basic connect incl with SLG pricing
3						
					Total Price:	\$330.00

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	IKON OFFICE SOLUTIONS, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.